DOC # 782446
04/29/2011 02:44PM Deputy: DW
OFFICIAL RECORD
Requested By:
FIRST AMERICAN TITLE MIN
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 41.00
BK-411 PG-6439 RPTT: 0.00

APN: 1319-03-311-004 7392457263

WHEN RECORDED MAIL TO: GMAC Mortgage, LLC 1100 Virginia Drive Ft. Washington, PA 19034 Attn: Kim Johnson

143-2406221

## SUBORDINATION AGREEMENT

THIS AGREEMENT, made April 21, 2011, by Mortgage Electronic Registration Systems, Inc., present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

## WITNESSETH:

THAT Linda Jo McDonald Trustee of The Linda Jo McDonald Family Trust, ("Owner"), did execute a Deed of Trust dated 8/21/06, to Stewart mortgage Information Company, as trustee, covering:

## SEE ATTACHED

To secure a Note in the sum of \$150,000.00 dated 8/21/06 in favor of Mortgage Electronic Registration Systems, Inc., which Deed of Trust was recorded on 10/9/06 as Book 1006 Page 1534 Document No. 685989, Official Records.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of \$436,800.00 dated in favor of Guild Mortgage Company, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith;

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land, which is unconditionally prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.

- (1) That said Deed of Trust securing said note in favor of Lender, shall—unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

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**BK-411** 

Beneficiary declares, agrees and acknowledges that

It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan is being made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

REGISTRA

Mortgage Electronic Registration Systems Inc.

By: Patricia Karpo

Title: ce President

Attest: messa Birc

Assistant Secretar

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

, before me, , the undersigned, a Notary Public in and for said County and State, personally appeared Marnessa Birckett, Assistant Secretary and Patricia Karpowicz, Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/ her/their authorized capacity (ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

Title:

: ss

TNESS my hand and official seal.

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COMMONWEALTH OF FENNSYLVANIA

Notarial Seal
Tamika Scott, Notary Public
Upper Dublin Twp., Nontgomery County
My Commission Expires Nov. 27, 2014

er. Pennsylvania Association of Notaries



## EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Douglas, State of Nevada and is described as follows:

LOT 65, OF BLOCK A, OF THE FINAL MAP OF GENOA LAKES PHASE 3, UNIT 1, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JANUARY 13, 1995, IN BOOK 195, PAGE 1900 AS DOCUMENT NO. 354349.

